

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HIS MAJESTY IN RIGHT OF CANADA AS  
REPRESENTED BY THE STAFF OF THE  
NON-PUBLIC FUNDS, CANADIAN FORCES**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1400**

**15 WING MOOSE JAW**

**GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)**

**EXPIRY DATE: 2 NOVEMBER 2026**

ARTICLE 1- PURPOSE OF AGREEMENT..... 4

ARTICLE 2 - RECOGNITION..... 4

ARTICLE 3 - INTERPRETATION AND DEFINITIONS ..... 4

ARTICLE 4 - STATE SECURITY ..... 6

ARTICLE 5 - MANAGERIAL RIGHTS..... 6

ARTICLE 6 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT..... 7

ARTICLE 7 - CHECK-OFF ..... 7

ARTICLE 8 - APPOINTMENT OF STEWARDS..... 8

ARTICLE 9 - LEAVE FOR STEWARDS & ACCESS TO PREMISES..... 9

ARTICLE 10 - HEALTH & SAFETY ..... 10

ARTICLE 11 - HOURS OF WORK..... 13

ARTICLE 12 - OVERTIME ..... 19

ARTICLE 13 - SENIORITY..... 19

ARTICLE 14 - DESIGNATED HOLIDAYS ..... 26

ARTICLE 15 - VACATION LEAVE ..... 28

ARTICLE 16 - LEAVE GENERAL ..... 33

ARTICLE 17 - GRIEVANCE PROCEDURES ..... 49

ARTICLE 18 - PAY..... 55

ARTICLE 19 - CONSULTATION..... 56

ARTICLE 20 - EMPLOYEE FILES ..... 57

ARTICLE 21 - CREATION OF A NEW JOB..... 58

ARTICLE 22 - BULLETIN BOARDS..... 58

ARTICLE 23 - REST ROOMS..... 58

ARTICLE 24 - UNIFORMS..... 58

ARTICLE 25 – MEETINGS ..... 59

ARTICLE 26 - SHORTAGES POLICY ..... 59

ARTICLE 27 - SEVERANCE PAY ..... 60

ARTICLE 28 — GENERAL ..... 61

ARTICLE 29 - DURATION OF AGREEMENT ..... 62

APPENDIX A: PAY AND DURATION ..... 63

APPENDIX B – PAY SCALES ..... 65

LETTERS OF UNDERSTANDING ..... 69

    #1 Re: Concessioning ..... 70

    #2 Re: Signing of the Collective Agreement ..... 71

    #3 Re: Vacation and Employee Days Off ..... 71

    #4 Re: Working alone ..... 71

    #5 Re: Clothing ..... 71

    #6 Re: Future positions on the Pay Grid ..... 71

    #7 Re: Relief for Breaks and Rest Periods ..... 72

    #8 Re: Temporary Worker Program ..... 72

    #9 Bargaining Agent Visits 15 Wing Moose Jaw ..... 72

## ARTICLE 1- PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between His Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, United Food and Commercial Workers Union, Local 1400, hereinafter referred to as the Bargaining Agent or the Union and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement share a desire to improve and promote the well being of the employees.

## ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local 1400, certified by the Public Service Staff Relations Board on 9 May 1985, as exclusive Bargaining Agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Moose Jaw in Saskatchewan save and except managers/category II employees.

## ARTICLE 3 - INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

(a) Full-time Employee means an employee who has completed their probationary period and is normally employed on a continuing basis for thirty two (32) or more hours per week.

(b) Part-time Employee means an employee who is employed on a continuing basis but works less than twenty three (23) hours per week and thirteen and one third ( $13\frac{1}{3}$ ) hours or more per week.

(c) A Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee, but has not been granted full-time or part-time status. The probationary period for an employee shall not exceed:

(1) supervisory — four (4) calendar months; or

(2) non-supervisory — two (2) calendar months for full time employees and three (3) calendar months for part time employees.

**(d) After consultation with the Union, the Employer may extend the probationary period beyond the original probationary period specified above in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period.**

(e) A part-time employee does not change status until they have worked thirty-two (32) hours each week over thirteen (13) consecutive weeks.

3.02 The terms of this Agreement shall apply to and only to full-time and part-time employees except where otherwise specifically stated.

3.03 Notwithstanding the provisions of Article 3.01 (a), a part-time employee relieving another Bargaining Unit employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will not be considered a full-time employee for the purposes of this Agreement. If a part-time

employee relieves another employee for a continuous period in excess of six (6) months they will become a full-time employee and their seniority as a full-time employee will date back to their first day so employed.

3.04 Part-time employees shall be paid for the benefits provided for in this Agreement unless otherwise indicated. Payment for applicable benefits shall be in the same proportion as their average weekly hours of work, as averaged over the preceding two (2) pay periods relates to the number of hours in the normal work week.

#### ARTICLE 4 - STATE SECURITY

4.01 Nothing in this Agreement shall be construed as requiring the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

#### ARTICLE 5 - MANAGERIAL RIGHTS

5.01 The Bargaining Agent recognizes and acknowledges that the Employer has and shall retain the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:

- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign

work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

- (c) and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer. Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

## ARTICLE 6 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 If any law now in force or enacted during the term of this Agreement renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which conform with the applicable law.

## ARTICLE 7 - CHECK-OFF

7.01 (a) Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the biweekly membership dues established by the Bargaining Agent from the pay of all employees in the Bargaining Unit.

(b) When an employee does not have sufficient earning in respect of any bi-weekly period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

- 7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each bi-weekly period will start with the first full bi-weekly payroll period of employment to the extent that earnings are available.
- 7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Bargaining Agent at its mailing address by the fifteenth (15<sup>th</sup>) day following the end of two (2) consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. This information shall be submitted electronically to the Bargaining Agent's office. The employee list will contain the employee's full name, employee number, job title, date of hire, employment status and effective date of termination. In addition, a separate list will be provided with each remittance of dues detailing each employee's date of hire and work location. The Bargaining Agent will provide the Employer with Union membership cards for the Employer to distribute to new employees to have completed, and the Human Resources Office will then forward the cards to the Bargaining Agent representative.
- 7.04 The total Union dues deducted will appear on the T4 forms.
- 7.05 The Bargaining Agent agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## ARTICLE 8 - APPOINTMENT OF STEWARDS

- 8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as Stewards and alternate Stewards. The Bargaining Agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the



*National Defence Act, Code of Service Discipline from any/all Bargaining Agent offices.*

8.02 The Bargaining Agent shall determine the jurisdiction of each Steward, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure. If the Steward responsible for a certain jurisdiction is absent or unavailable, a Steward responsible for another area of jurisdiction may be allowed to perform the duties of the unavailable Steward; such substitution shall not be unreasonably withheld.

8.03 The Bargaining Agent shall notify the Employer promptly, **within ten (10) business days** and in writing of the names and jurisdiction of its Stewards **whenever changes are made. Similarly, the Employer will supply the Bargaining Agent with the name(s) of its Bargaining Agent contact representative(s).**

#### ARTICLE 9 - LEAVE FOR STEWARDS & ACCESS TO PREMISES

9.01 **The Union shall notify the Employer promptly, within ten (10) business days and in writing of the name and positions of Stewards, whenever changes are made.**

9.02 A Steward shall obtain the permission of their manager before leaving their work to investigate with fellow employees complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward shall report back to their manager before resuming their normal duties.

9.03 A Steward will not receive pay for the time spent investigating complaints during their regular scheduled time off.

9.04 The Employer agrees that business agents of the Bargaining Agent will be granted access to the Employer's premises upon request and following the consent of **the Employer**. Such request shall be made twenty-four (24) hours in advance to the Employer. The purpose of such access is to be for the observance of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

9.05 The Bargaining Agent's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However the Employer may permit the Bargaining Agent to use the Employers premises outside the hours of work of the employees for conducting its meetings, where refusal to grant permission would make it difficult for the Bargaining Agent to convene a meeting. The Bargaining Agent shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.

9.06 The Bargaining Agent shall notify the Employer promptly and in writing of the names and positions of its accredited officials.

## ARTICLE 10 - HEALTH & SAFETY

10.01 The Employer agrees to maintain reasonable provisions for the health & safety of its employees during the hours of employment and to provide an accident prevention program.

- 10.02 The Employer and the Bargaining Agent agree that Part II of the *Canada Labour Code* as may be amended from time to time with all rights, functions, powers, privileges and obligations as defined under the *Canada Labour Code* shall apply.
- 10.03 It is the responsibility of the employee to observe the health & safety rules, to wear and use health & safety equipment according to instructions and to immediately advise their supervisor of any unsafe working conditions.
- 10.04 Members of the Bargaining Unit who attend health & safety meetings, called by the Employer, shall be paid for all such time under the terms of the Collective Agreement.
- 10.05 The Employer agrees to maintain adequate heat in all of its places of operation and shall not require an employee to work under unsafe conditions.
- 10.06 It is understood that safety equipment and protective clothing will be supplied and maintained by the Employer at no cost to the employee.
- 10.07 The parties agree to establish a Health & Safety Committee composed of an equal number of persons from the Employer and the Bargaining Agent. Members of the Bargaining Unit who attend health & safety meetings shall be paid for all such time at their regular rate of pay. Employer representation will be chosen by the Employer, and Bargaining Agent representatives will be chosen by the employees.
- 10.08 Where the Employer requires employees to attend training that the Employer deems necessary for the performance of the employee's job, the Employer shall pay for the cost of such training.**

**Any employee who is required by the Employer to take a course shall have:**

- a) The fee of the course paid for;**
- b) The time spent at the course shall be paid for at the rates and conditions provided under this Agreement as though such employee was at work;**
- c) If the course requires travel, the employee will be reimbursed for travel expenses in accordance with the NPP Travel Directive (excluding Deployment Training).**

**Applications under the Tuition Assistance Program shall be dealt with as per the terms of that plan.**

**10.09** The Employer agrees that employees are a vital part of the success of the organization, and must be treated with dignity, respect, and fairness appropriate in the circumstances.

**10.10** In accordance with the *Canada Labour Code* Part II the Employer will inform the employees of any hazardous materials within their respective work areas, (e.g. asbestos), furthermore the Employer will provide the necessary safety equipment should the employees be working in an area containing any hazardous materials as defined under the *CLC* Part II. **In addition, employees will receive one hundred and seventy dollars (\$170) annually for the purpose of purchasing safety/non-slip footwear upon presentation of a sales receipt.**

**10.11** The Employer agrees not to treat any employee in an unfair or discriminatory manner. The Employer shall not discriminate against employees with

**respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, disability, marital, family or parental status, religion, nationality, ancestry, or place of origin, union membership, family relationship, place of residence, political affiliation or activities, sexual orientation or gender identity.**

## ARTICLE 11 - HOURS OF WORK

11.01 The normal hours of work for full-time employees shall not exceed eight (8) hours in a day and forty (40) hours in a week exclusive of unpaid meal periods. The normal hours of work for part-time employees shall not exceed eight (8) hours in a day and forty (40) hours in a week. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours. Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work per week.

11.02

**(a) Employees who work in continuous operations of six (6) to seven (7) days a week shall have at least two (2) weekends off for every four (4) weeks.**

**(b) A weekend is defined as a Friday-Saturday, a Saturday-Sunday or a Sunday-Monday combination.**

**(c) This is a minimum standard and not a maximum. This requirement may be waived by mutual consent of the employee and the Employer.**

11.03

**(a) A work schedule shall be posted in each outlet by each Wednesday morning showing the scheduled daily working**

hours for each employee covered by the Agreement for the following two (2) week period. If a schedule is not posted before Wednesday morning, the effective schedule of the previous week will apply. No change shall be made in the schedule for the first week posted except for circumstances beyond the control of the Employer. **Employees will have the opportunity to provide their availabilities to their manager by the Friday prior to the above noted Wednesday, and the manager will endeavor to accommodate these preferences.**

**(b) Where hours must be altered from those presently scheduled, the Employer shall consult in advance with the Union on such proposed hours of work, except in cases of emergency or when the Employer is asked to add an activity by our clientele after the schedule has been posted.**

11.04 Meal periods shall be as follows:

(a) Employees working over six (6) hours shall receive an uninterrupted meal period without pay of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the midpoint of the work period as possible.

**11.05 Attendance during Storms or Hazardous Conditions**

### Definitions

1) *Hazardous conditions*

Conditions, often resulting from a storm that may include poor road conditions, poor visibility, power outages, flooding and often result in advisories from traffic authorities or law enforcement on

the use of public highways, and/or advisories from police, Emergency Management Office or other agencies, including the 15 Wing Weather Stand Down Policy.

## 2) *Storms*

Adverse weather conditions such as heavy snowfall, freezing rain, ice, tropical storm, hurricane, or blizzard conditions.

- (a) The manager of the affected outlet will endeavor to advise employees as soon as possible prior to the commencement of their shift not to report to work.
- (b) In the event an outlet is closed due to a storm or hazardous conditions, previously scheduled employees will be granted leave with pay for the regularly scheduled work hours for that shift, unless alternate working arrangements have been made with their manager. Employees on preapproved time off prior to the closure day will not be entitled to compensation.
- (c) Employees who are at work and are sent home by their manager will be paid for the balance of their scheduled workday at their regular rate of pay.
- (d) In the case of a late arrival authorized by the Employer, an employee who reports to work at the rescheduled start time shall be paid their regular rate of pay for the period of the full scheduled shift. In the event the employee does not report to work at the rescheduled start time, they will only be paid for the actual time worked at their regular rate of pay.
- (e) The decision to close an outlet is the responsibility of the Senior Manager of each outlet.

## **11.06 Additional Hours of Work**

Definition:

a) Available additional hours are those hours, which are not regularly scheduled to be worked by full and/or part time employees, or those hours, which become available due to scheduled or unscheduled absences of Bargaining Unit employees or those hours that result from changes in operational requirements, including functions.

- (i) Employees in the Bargaining Unit must request additional hours in writing.
- (ii) Additional hours, which become available will be offered first to Bargaining Unit employees in their job title, based on seniority, provided that they have the experience, ability, skill and fitness to do the job required, and provided the additional hours do not result in overtime, do not conflict with existing schedules and do not change the status of the employee or in the payment of premium pay, if applicable.
- (iii) Further to the above, it is understood that a change of employment status for part-time employees shall not occur in situations where their weekly hours of work occasionally exceed (thirty-two (32) hours due to unforeseen circumstances. Part-time employees are able to be scheduled for more than thirty-two (32) hours in a week where all the full-time employees are working forty (40) hours in that week.



- 11.07 An employee shall not be required to work a split shift unless mutually agreed upon.
- 11.08 When an employee is required to work on the seventh (7<sup>th</sup>) consecutive day, they shall be paid at a rate of pay not less than two (2) times their regular rate of pay.
- 11.09 In the event employees of their own accord, for personal reasons wish to change a shift with another qualified employee, they shall first submit such request in writing to the supervisor. Should the request be granted the Employer shall not be liable for any claims of non-compliance with the Collective Agreement resulting from the shift change.
- 11.10 Any member of the Bargaining Unit called in or called back to the **workplace** and actually reports shall receive a minimum of four (4) hours pay at the applicable rate of pay for these hours. Employees in the Bargaining Unit shall not be scheduled for shifts of less than four (4) hours.
- 11.11 (a) Each employee shall be granted a paid rest period of fifteen (15) minutes during each period of work of three (3) hours in their normal work day. Rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hours of starting or quitting time. Rest periods shall be uninterrupted.
- (b) An employee shall not take more than two (2) rest periods during a seven and one-half (7 ½) or an eight (8)-hour work day.**
- (c) An employee unable to take a rest period as a result of operational requirements shall be compensated for the rest period at their regular rate of pay in

addition to the remuneration the employee will receive in accordance with (a) above.

(d) During breaks provided in Article 11.11, employees shall be allowed to leave the Employer's premises.

(e) All rest periods shall be as near the midway point of the half-shift as possible.

**(f) At the employee's request and subject to the manager's written approval, the employee may take rest periods during the hour that precedes or follows a meal break.**

11.12 There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed.

11.13 During breaks provided in Article 11.04, employees shall be allowed to leave the Employer's premises.

11.14 Senior employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided they are available and able to work the hours required.

11.15 Weekly available hours of work shall be scheduled to the most senior employee first and thereafter in decreasing order of seniority, providing the employee has the ability to be able to perform the work required, and is available and willing to work the hours, and provided the additional hours do not result in overtime, and the hours do not result in the change of status of an employee.

## ARTICLE 12 - OVERTIME

- 12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week they shall be paid for the overtime at a rate of pay not less than one and one-half (1 1/2) times their regular rate of pay.
- 12.02 Overtime shall be offered first to the employee with the most seniority on the shift in the outlet, which requires the overtime work, provided the employee is in the job category for the nature of the work required and is capable of performing the work. Should the senior employee on shift in the outlet refuse to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.
- 12.03 Overtime shall be compensated in money.

## ARTICLE 13 - SENIORITY

- 13.01 **(a) Where two (2) or more employees on a seniority list have the same first day of paid employment, the seniority ranking for those employees will be determined as follows:**
- (i) the names of the employees tied will be drawn by a lot conducted jointly by the Parties and listed in the order that they are drawn.**
  - (ii) This procedure will be applied only on the first occasion of the tie coming into existence.**

### 13.02 Definition:

- (a) Full-time seniority shall be defined as the total length of continuous full-time employment in the Bargaining Unit covered herein. An employee's seniority as a full-time employee shall date from the employees first day of continuous full-time work in the Bargaining Unit;
- (b) Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employees first day of continuous part-time work in the Bargaining Unit;
- (c)
  - (1) For the purposes of this Article the seniority of a full-time employee transferred from one outlet to another as the result of a competition, job change based on seniority or transfer at the request of the employee, shall date from the full-time employees first day of continuous full-time work in the new outlet;
  - (2) For the purpose of this Article the seniority of a part-time employee transferred from one outlet to another as the result of a competition, or transfer at the request of the employee, shall date from the employees first day of continuous part-time work in the new outlet;
- (d) Probationary employees shall have no rights under the seniority provision of this Agreement during the probation period outlined in Article 3.01 (c). The seniority of a probationary employee who has completed their probationary period to the satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of

continuous full-time or part-time work as appropriate in the Bargaining Unit;

(e) The Bargaining Unit shall be divided into the following operations called outlets:

- (1) CANEX ExpressMart
- (2) Messes

### Loss of Seniority

13.03 An employee will lose their seniority rights under this Agreement and their services will be terminated if:

- (a) the employee voluntarily leaves their employment with the Employer;
- (b) the employee is discharged for just cause;
- (c) the employee has been laid-off for a continuous period of six (6) months and refuses part-time work at the end of the six (6) month period in accordance with Article 13.04;
- (d) the employee has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for their inability to do so within three (3) working days of the date the employee had been requested by the Employer, in writing **by e-mail, if available, if not it will be sent by** registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with their current, **e-mail address, if available**, mailing address and telephone number;

- (e) the employee overstays a period of leave granted by the Employer in accordance with Articles 15 and 16 without securing an extension of such leave;
- (f) the employee absents themselves from their work for more than three (3) working days without securing leave in accordance with Articles 15 and 16 or without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction absences of three (3) days or less without reasons satisfactory to the Employer.

#### Layoff and Recall from Layoff

13.04 The change of employment status from full-time to part-time in accordance with Article 13.04, lay-off and recall from lay-off shall be by outlet. Employees In the outlet shall be selected in accordance with their seniority within the Bargaining Unit. Senior employees have preference over junior employees provided the senior employee has the skill, ability and qualifications to do the job required. A supervisor subject to lay-off will have the right to displace a non-supervisory employee. Should displacement occur the supervisor will be credited with his/her total seniority in the Bargaining Unit.

13.05 (a) When a full-time employee is laid off in accordance with the provisions of Article 13.03 and there is part-time work available in their outlet they shall be offered the part-time work provided they are able and qualified to perform the work. If the employee accepts the part-time work they shall receive the rate of pay of the job in which they are placed.

(b) A full-time employee who accepts part-time work shall be retained on the lay-off list and shall be eligible for recall to a full-time position for a period of six (6) months in

accordance with the provisions of this Article. At the end of six (6) months, the employee will become a part-time employee and their seniority as a part-time employee will date from their first day of continuous full-time employment in the Bargaining Unit

13.06 A full-time employee who is laid-off or accepts part-time work in accordance with the provisions of Articles 13.03 and 13.04 may continue the benefits listed in Article 19.02 for a period of six (6) months. The employee will be responsible for both the employee and Employer share of the premiums.

### Vacancies

13.07 Vacancies within the Bargaining Unit created by the resignation or retirement of an employee, the reclassification of a position or the creation of a new position will be filled in accordance with the following order of precedence:

- (a) Employees of the same job title in the outlet, on layoff, shall be recalled by seniority;
- (b) If the vacancy cannot be filled as per paragraph (a) above, then the vacancy will be offered, on the basis of seniority, to any employee on the lay-off list of the outlet concerned provided they are of the same classification level or higher than the classification level of the vacant position and provided they have the necessary skill, ability and qualifications to do the job required.
- (c) If the vacancy is full-time, non-supervisory and cannot be filled from the full-time lay-off list, it is to be posted in accordance with Article 13.07. If any qualified and interested employees in the outlet apply for the vacancy, the applicant with the most seniority in the outlet will be

given the job provided the applicant's job title is the same as the vacant position.

- (d) If the vacancy cannot be filled in accordance with Article 13.06 (a) or (b), members of the Bargaining Unit employed in the outlet who applied for the position will be considered the successful applicant for the position and will be selected in accordance with the provisions of Article 13.07.
- (e) If there is no qualified or successful applicant within the outlet, the Employer will consider the members of the Bargaining Unit who applied for the position. The successful applicant for the position will be selected in accordance with Article 13.07.
- (f) If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit, the Employer may hire someone from outside the Bargaining Unit.
- (g) Part-time employees who are selected for a full-time position with the Employer will not be credited with any of their part-time seniority towards their seniority in the full-time position.

#### Posting of Vacancies

13.08 Vacancies that cannot be filled in accordance with Article 13.06 (a) will be posted at each outlet for a total of seven (7) calendar days. Members of the Bargaining Unit interested in the position may apply in writing, during this seven (7) calendar day period, to the responsible officer named in the poster. Applicants will be selected in accordance with the order of precedence outlined in Article 13.06 (b), (c), and (d). The poster shall indicate the job title



and description of the job opening, rate of pay, the appropriate starting date and the qualifications required. Except for vacancies filled in accordance with the provisions of Article 13.06 (a) or (b), selection of the successful applicant will be determined by the Employer by considering skill, ability and qualifications to perform the job. The employee with the greatest seniority will be selected if they are capable of performing the work.

### Assessment

13.09 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or if during the first thirty (30) days of the assessment the employee decides that they do not wish to remain in the position, the employee will be removed from the job and will be reassigned to their former position or to a position equivalent to their former position without loss of seniority.

13.10 Employees who are successful in a competition for a supervisory position and have successfully completed the assessment period will not be permitted to apply for another position for a period of twelve (12) months from the first day of employment in the new job.

### 13.11 Grievances

Only an employee who applied for the competition and was not selected may submit a grievance regarding the filling of a vacancy. The grievance must be submitted within the **five (5) working days**

following the day on which the candidates were advised of the name of the **results**.

13.12 An employee's seniority will not be interrupted by any period of absence from a leave of absence or lay-off.

#### Seniority List

13.13 Within sixty (60) days of the signing of this Collective Agreement separate seniority lists for full-time and part-time employees shall be posted for a period of three (3) weeks. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employees name appears. Copies of these seniority lists will be provided to the Bargaining Agent annually.

#### Preference

13.14 A full-time employee in the outlet and thereafter in the Bargaining Unit, shall have preference over a part-time employee provided the full-time employee has the skill, ability and qualifications to do the job to the satisfaction of the Employer.

#### Qualifications

13.15 In this Article, the Employer is to be the judge of skill, ability and qualifications but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

### ARTICLE 14 - DESIGNATED HOLIDAYS

14.01 There shall be twelve (12) holidays with pay as follows:

- (a) New Years Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday in August
- (g) Labour Day
- (h) National Day for Truth and Reconciliation**
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Any additional day when proclaimed by an Act of Parliament as a national holiday.

14.02 A full-time employee is entitled to designated holidays with pay listed in Article 14.01 when:

- (a) the employee works their scheduled day before and their scheduled day after the designated holiday, unless the absence is due to provable personal injury or illness;
- (b) the employee has been employed with the Employer a minimum of thirty (30) calendar days; and
- (c) the employee is not on an authorized leave of absence without pay.

14.03 A full-time employee who is entitled to a designated holiday and is required to work on that holiday will be:

- (a) paid at the rate of one and one-half (1½) times their regular rate for the hours worked in addition to their regular wages for the day; or

- (b) paid at the rate of one and one-half (1½) their regular rate for the hours worked and be given a holiday with pay at some other time convenient to them and the Employer. Such day must be selected within the following pay period after such holiday.

14.04 When a designated holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to them and their Employer.

14.05 If a full-time employee is not entitled to a paid general holiday and they are required to work on a holiday they must be paid at one and one-half (1½) times their regular rate.

14.06 Effective the end of the first pay period after the date of ratification part-time employees shall be paid **four and one quarter percent (4.6%)** of gross regular earnings as designated holiday pay every pay period. If a part-time employee works on a designated holiday, the employee will be paid at a rate of time and one-half (1½) their rate of pay for the hours worked on that day.

## ARTICLE 15 - VACATION LEAVE

### 15.01 (a) Full-time employees

Full-time employees are entitled to and shall be granted a paid vacation at the normal rate of pay for the period involved. The vacation entitlement shall be as follows:

Continuous Full-Time Service

Entitlement

In the first 1 <sup>st</sup> year	10 working days
In the 2 <sup>nd</sup> to 6 <sup>th</sup> years	15 working days
In the 7 <sup>th</sup> to 15 <sup>th</sup> years	20 working days
In the 16 <sup>th</sup> to 17 <sup>th</sup> years	23 working days
In the 18 <sup>th</sup> to 26 <sup>th</sup> years	25 working days
In the 27 <sup>th</sup> years	27 working days
In the 28 <sup>th</sup> years	30 working days

(b) Part-time employees

Part time employees are entitled to and shall be paid vacation pay as follows:

Continuous Part-Time Employment

Entitlement

In the 1 <sup>st</sup> year	4% of yearly gross income
In the 2 <sup>nd</sup> to 6 <sup>th</sup> year	6% of yearly gross income
In the 7 <sup>th</sup> to 15 <sup>th</sup> year	8% of yearly gross income
In the 16 <sup>th</sup> and 17 <sup>th</sup> year	9.2% of yearly

	gross income
In the 18 <sup>th</sup> to 26 <sup>th</sup> year	10% of yearly gross income
In the 27 <sup>th</sup> year	10.8% of yearly gross income
In the 28 <sup>th</sup> year	12% of yearly gross income

15.02 Calculations for vacation entitlement shall be based on the anniversary date of employment of the employee.

15.03 Vacation is only earned while a full-time employee is drawing a wage except that authorized periods of leave without pay that do not exceed two (2) weeks shall be counted as time earning vacation.

15.04 Pay for earned vacation will be given on the employee's anniversary date of employment, or, if the employee so requests it in writing, the vacation pay will be paid two (2) weeks prior to the start of their vacation.

The practice presently being followed wherein part time employees are able to book time off and receive vacation pay as requested will continue.

15.05 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to them based on seniority.

15.06 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which they desire to take a vacation of five (5) or more working

days. Leave for shorter periods may be granted provided sufficient notice is given.

15.07 The normal vacation period shall commence on May 31 and end on September 30.

15.08 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by 1 April, at which time the Employer will finalize, approve and post the vacation schedule. No changes will be made to the vacation schedule once it has been approved unless such changes are mutually agreed upon. For purposes of vacation scheduling, in cases where operational requirements dictate, it is understood that full-time employees will have preference over part-time employees.

15.09 When holidays as defined in Article 14.01 fall within the employee's paid vacation period, the employee will be permitted to either take the equivalent extra days of vacation with pay consecutive with their vacation or take the equivalent days of vacation at a time mutually agreed upon.

15.10 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off.

15.11 Vacation leave for full-time employees shall not be cumulative from year to year under normal circumstances. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such

cases vacations may be carried over to the next vacation period with the approval of the Employer. Applications for vacation carryover shall be submitted in writing.

15.12 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, they shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be reaccredited to their vacation record.

15.13 The vacation leave entitlement of an employee who has completed one (1) year of continuous part-time service in the bargaining unit and whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee. A part-time employee who has completed less than one (1) year of continuous part-time service in the Bargaining Unit will be credited with one-half (1/2) of their part-time service towards their full-time vacation entitlement.

15.14 On termination of employment the employee is entitled to any vacation pay owed to them in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at their current hourly rate of pay.

**15.15 Prior Service CAF**

(1) For the purpose of calculating vacation leave entitlement, the Employer will recognize any former service in the CAF for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service.



- (2) Prior, current or future CAF service earned during any period where the employee also earned or received vacation pay with/from the Employer does not count as qualifying CAF service.
- (3) Eligible employees will need to fill the Request for Recognition of Prior Service in Canadian Forces for Vacation Purposes and provide the local Human Resources Office with an acceptable record of their prior service as a former member of the CAF. Acceptable records includes confirmation of:
  - (a) service as a contributor under the *Canadian Forces Superannuation Act*;
  - (b) service that has been elected as pensionable service under clause 6.(1)(b)(iii)(c) of the *Public Service Superannuation Act*; or
  - (c) service as Reserve Force Class B or C for which (a) and (b) do not apply, that can be validated to the satisfaction of the Employer.

## ARTICLE 16 - LEAVE GENERAL

### 16.01 Sick Leave

- 1) All full-time employees who have completed their probation period are included in this plan.
- 2) Full-time employees who are medically unable/unfit to work because of non-occupational illnesses or injuries are entitled to take up to seventeen (17) consecutive weeks of sick leave at full pay upon completion of probation.

- 3) Full-time employees must contact their manager prior to their start time on the first day of absence to notify them of the absence and the expected return date.
- 4) If the absence is expected to be in excess of five (5) consecutive working days, full time employees are to follow the Return to Work Support Program (RTWSP) requirements.
- 5) When the full-time employee is eligible to receive income replacement benefits from a third party source (for e.g. provincial, WCB, or private car insurance, crime victims compensation, etc.) while on sick leave, they must:
  - (a) notify the Employer of this possibility and must apply for such income replacement benefits, and
  - (b) notify the Employer if they receive income replacement benefits from a third party source while on sick leave in order for paid sick leave to be offset/reduced accordingly.
- 6) Managers and the full-time employees may refer to the Return to Work policy currently in force, which may be amended at any time by the Employer and the Employment Accommodation policy for additional information on absences relating to non-occupational illnesses and injuries.
- 7) Full-time employees on leave without pay (including maternity or parental leave) are not eligible for paid sick leave.

Sick leave is not cumulative from year to year nor does it have any cash value

8) A part-time employee shall be granted a maximum of sixteen (16) hours of paid sick leave per fiscal year upon completion of probation.

Sick leave can be taken in hourly increments.

Sick leave is not cumulative from year to year, nor does it have any cash value.

## **16.02 REINSTATEMENT OF SICK LEAVE**

1) A full-time employee who:

(a) was on an approved leave without pay will have their full paid sick leave benefits reinstated once the full-time employee returns to regular full-time employment (i.e. full duties, full hours) for five (5) consecutive working days.

(b) has taken less than seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave to regular full-time employment (i.e. full duties and full hours) for fourteen (14) consecutive working days for the same illness/injury or five (5) consecutive working days for a new illness/injury;

(c) has taken seventeen (17) weeks of sick leave for an illness/injury will have their full paid sick leave benefits reinstated after they have returned from sick leave or Long Term Disability (LTD) to regular full-time employment (i.e. full duties, full hours) for seventeen (17) consecutive weeks for the same illness/injury or five (5) consecutive working days for a new illness/injury.

### **16.03 LONG TERM DISABILITY**

- 1) If a full-time employee has exhausted their sick leave benefits under this Article and remains medically unable to work due to the same illness/injury, they may be eligible for Long Term Disability (LTD) benefits provided that they meet the eligibility criteria of the LTD Program.
- 2) Length of service and seniority continues to accrue during approved absences of LTD.
- 3) Vacation accrual is suspended while an employee is on LTD. Vacation accrual will be reinstated once the full-time employee completes the progressive return to work program and returns to regular full-time employment (i.e. full duties, full hours).
- 4) Accumulated vacations balances may be paid out at the request of the full-time employee either at the end of the sick leave period or during the period of LTD. The Employer may also initiate a vacation payout if it is unlikely the full-time employee will return to work.
- 5) A full-time employee is not eligible to take vacation days in order to delay the commencement of the LTD benefit.

### **Pregnancy Leave Without Pay, Parental Leave without Pay**

#### **16.04 Pregnancy Leave without Pay**

For clarification, Pregnancy leave only applies to the employee that actually gives birth.

An employee has the right to leave without pay in the following circumstances:

- (a) an employee who provides the Employer with a certificate from a qualified health care provider attesting that they are pregnant is entitled up to seventeen (17) weeks, which leave may commence no earlier than twelve (12) weeks prior to the estimated date of delivery and end no later than seventeen (17) weeks following the actual day delivery;
- (b) The end of the pregnancy leave can be extended depending on unique circumstances such as the hospitalization of the newborn. Employee must consult the Canada Employment Insurance program for more information on eligibility and inform their local HR Office if they are approved for another type of leave under the Employment Insurance program.

#### 16.05 Pregnancy Leave Allowance

1) An employee who has been granted pregnancy leave shall be paid a pregnancy leave allowance provided they meet the following eligibility requirements:

- (a) they have completed six (6) months continuous employment before the commencement of their pregnancy leave;
- (b) following their pregnancy leave and/or parental leave, the employee must return to work for a period of time equal to the pregnancy leave unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement.

2) An employee who meets the requirements outlined above, shall receive the pregnancy leave allowance and the payments will be based on the employee's regular average earnings in a two (2) week period:

(a) where the employee is subject to a waiting period before receiving the pregnancy benefits, they are eligible to receive ninety-three percent (93%) of their weekly gross pay;

(b) for each week that the employee receives a maternity benefit under the *Employment Insurance Act*, they are eligible to receive the difference between ninety-three percent (93%) of their weekly gross pay and the pregnancy benefit; and

(c) where the employee has received the full fifteen (15) weeks in (b) above and remains on pregnancy leave without pay, they are eligible to receive the additional week(s) of pregnancy leave allowance at ninety-three percent (93%) of their weekly gross pay.

3) Employees who receive the pregnancy leave allowance but are unable to return to work for the period equal to their pregnancy leave allowance, they will be indebted to the Employer for the percentage of the allowance determined pro-rated to the number of weeks worked after their return.

4) If the employee has been posted to another location due to their spouse being transferred will not be indebted to the Employer for the amount of the pregnancy leave allowance.

#### 16.06 Parental and Adoption Leave without Pay

Where an employee has or will have the actual care and custody of their newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence without pay for either:

- i. A single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period;  
or
- ii. A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period;

The leave period may commence as the employee elects:

- (a) in the case of the employee who gives birth, on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into the employee's care and custody;
- (b) in the case of the spouse acknowledged on the birth certificate, on the expiration of the employee who gave birth's pregnancy leave;
- (c) in the case of adoptive spouses, on the day the child is born or comes in their actual care.

The combined amount of parental or adoption leave that may be taken by two (2) SNPF employees for parental leave will not exceed sixty-three (63) weeks.

An employee is to give at least four (4) weeks' notice in writing of the intent to take parental or adoption leave and any change in length of leave intended to be taken.

## 16.07 Pregnancy, Parental and Adoption Leave

- 1) The employee shall along with the request for pregnancy, parental or adoption leave without pay, notify the Employer in writing of the options concerning their pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. If an employee elects to continue their pension and/or group insurance benefits during pregnancy, parental or adoption leave, the Employer will continue to pay its applicable share of the premiums and contributions.
- 2) An employee will not be entitled to receive pensionable service for any periods of leave in which they have not made pension contributions.
- 3) An employee returning from pregnancy, parental or adoption leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits unless other arrangements have been agreed to by all parties concerned. If during the period of leave the pay and benefits of the group to which the employee belongs are changed, the employee is entitled upon return from leave, to receive the same pay and benefits that the employee would have received had the employee been working when the change occurred.
- 4) Length of service and seniority continues to accrue during absences on pregnancy, parental or adoption leave.



## 16.08 Bereavement Leave

- (a) An employee will be given leave with pay for five (5) days following the death of a member of their immediate family and leave with pay for one (1) day in the case of a distant relative. In addition, the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.
- (b) Immediate family is defined as: brother or sister, mother or father (or alternatively, step-father, step-mother, or foster parents), father-in-law or mother-in-law, spouse (including common-law spouse resident with the employee and same sex partner) son or daughter (including son or daughter of common law spouse), grandparents and grandchildren. Distant relatives are defined as: brother-in-law or sister-in-law or daughter-in-law, aunt or uncle and spouse's grandparents or any relative permanently residing with the employee in the household or with whom the employee resides.
- (c) **When the death of one (1) of the family members listed above occurs while the employee is on shift and the employee is notified while at work, they shall be entitled to leave work with pay for the remainder of their shift without any such remainder of the shift being considered the first day of bereavement leave pay.**
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in Article 16.03 (a) above.

## 16.09 Jury Duty

In the event an employee is summoned for jury duty or jury selection, the Employer agrees to make up the difference, if any, between the amounts paid to them for jury services and the amount they could have earned had they worked on such days. This does not apply if the employee is excused from jury duty or jury selection for the rest of the day or days and fails to report back to work, or if jury duty or jury selection occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that they have been summoned for jury duty or jury selection.

## 16.10 Court Leave with Pay

In the event an employee is required by subpoena to attend as a witness in any proceeding held:

- (a) in or under authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons, or a committee of the Senate or House of Commons, otherwise than in performance of the duties of their position;
- (d) before a legislative council, legislative assembly or House of Assembly, or any committee thereof that's authorized by law to compel the attendance of witnesses before it; or
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

the Employer agrees to make up the difference, if any, between the amount paid to the employee for witness fees and the amount they would have earned had they worked on the day they were to appear as a witness. This does not apply if the employee is excused as a witness for the rest of the day or days and falls to report back to work, or if witness duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that they have been summoned as a witness.

#### 16.11 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided they receive permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. **An employee requesting a leave without pay shall first use up any accrued paid vacation leave. Under no circumstances shall any leave of absence be approved for a period in excess of twenty-four (24) months.**

**At the discretion of the authorized manager a leave of absence may be extended for up to a further six (6) months.**

**Once an employee has taken the total leave of absence without pay provided for in this Article, they must return to work for twelve (12) consecutive months prior to being eligible to take another leave of absence without pay. Any accumulated vacation leave and/or compensatory time must be taken prior to granting leave without pay.**

An employee returning from leave without pay shall be reinstated in the position occupied at the time the leave commenced, providing that the position is available. If

unavailable, the Employer may return the employee into a comparable position for which they are qualified at the then prevailing pay band at the expiration of the leave of absence.

**16.12 An employee on leave of absence without pay exceeding two (2) weeks may continue group benefits and/or pension provided the employee pays both the Employer's and their share of the premiums and contributions. An employee's election to either continue or suspend group benefits and/or pension for the duration of the leave is irrevocable and binding.**

**An elected option cannot be changed after the leave has commenced.**

**An employee will not be entitled to receive pensionable service for any periods of leave of absence without pay for which they have not made pension contributions.**

16.13

(a) An employee shall be granted one (1) day leave with pay to attend to needs directly related to the adoption or birth of their child; and

(b) At the employees option such leave shall be granted on the day of or on the day following the adoption/birth.

**16.14 Leave for Family Related Responsibilities for Employees**

(a) The Employer shall grant up to five (5) days family related leave with pay in a fiscal year for full-time employees and **up to twenty-five (25) hours leave with pay for part-time employees** to be used in any combination for the following reasons:

- i. To take a family member for medical or dental appointments or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting this leave provision must notify their supervisor of the appointment as far in advance as possible;
- ii. For the temporary care of a sick member of the employee's immediate family;
- iii. For the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- iv. For the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- v. To attend school functions if the supervisor was notified of the function as far in advance as possible.
- vi. To provide for the employee's child in the case of an unforeseeable closure of school or a daycare facility.
- vii. To attend to emergencies beyond the control of the employee. This leave may be granted to a maximum of one (1) day per calendar year.
- viii. To attend house hunting related to relocation/ posting/ transfer to another geographical location. This includes the destination inspection trip.**

- ix. To attend an appointment with a legal or paralegal representative or with a financial representative if the supervisor was notified of the appointment as far in advance as possible.**
- (b) The total leave with pay, which may be granted under sub-Article (a) above shall not exceed five (5) working days in any fiscal year.
- (c) At the employee's option, Leave for Family Related Responsibilities may be taken in hourly increments
- (d) Part-time employees may elect by March 31<sup>st</sup> for family related leave to be calculated based on one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave.**

16.15 "Family", for purposes of family related leave, is defined as:

- (a) Spouse, including common-law spouse;
- (b) Son or daughter, including foster children and children of spouse or common-law spouse;
- (c) Parents, including step-parents or foster parents; and,
- (d) Any relative permanently residing with the employee.

#### 16.16 Paid Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted for **reasons of a personal nature, in**

**each fiscal year, up to one (1) day of leave with pay, equal to their normal scheduled day of work, or one fifth (1/5) of the employee's average weekly salary during the two (2) pay periods immediately preceding the leave, whichever is greater.**

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

### **16.17 Domestic Violence Leave**

The parties recognize that employees may be subject to domestic violence in their personal lives and that this may affect their attendance at work.

Upon request to the local Human Resources manager, an employee who is the victim of domestic violence, or who is the parent or guardian of a child who is the victim of domestic violence, will be granted paid leave for victims of domestic violence so that the employee can:

- (a) obtain care and support for themselves or their child following a physical or psychological injury, or
- (b) use an organization that assist victims of domestic violence, or
- (c) obtain counselling services, or
- (d) move temporarily or permanently, or
- (e) obtain legal or police assistance or
- (f) to prepare for legal proceedings (civil or criminal).

This leave will not exceed five (5) paid shifts in any fiscal year, at times convenient to the employee.

The Employer may, through its local Human Resources manager, in writing, and no later than fifteen (15) days after the employee's return to work, request that the employee provide documentation in support of the leave. The employee must provide this documentation only if it is reasonably possible for them to obtain it and provide it.

The Employer agrees that an employee will not be subject to adverse action if their attendance or job performance is affected because they are experiencing domestic violence.

At the request of the employee, the Employer undertakes, in collaboration with the employee, to develop a plan to ensure their safety in the workplace.

Any personal information related to a domestic violence case will be treated in a strictly confidential manner, in accordance with the relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept in an employee's personnel file without their express written agreement.

#### 16.18 Union Leave of absence

Subject to operational requirements an employee shall be granted a leave of absence to attend Union business. Where the leave of absence is less than two (2) weeks, the Employer shall continue to pay its share of the benefit premiums, should the employee elect to continue coverage.

#### 16.19 Pregnancy Medical appointment

For each routine medical appointment, a pregnant employee will be granted up to three decimal seven five (3.75) hours of



reasonable time off with pay. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible. Part-time employees shall receive this benefit in the same proportion as the benefits outlined in Article 16.09 (c) and Article 16.11.

#### 16.20 Compassionate Care Leave

Provided that the employee has provided confirmation that they have applied and are eligible to receive Employment Insurance Compassionate Care benefits, a fulltime or part-time employee shall be eligible to receive up to six (6) months Compassionate Care Leave without pay.

If an employee elects to keep their pension or insurance benefits while on Compassionate Care Leave without pay and pays their portion of the pension contributions and/or benefits premiums, the Employer will continue to pay its portion of the pension contributions and/or benefits premiums.

An employee returning from Compassionate Care Leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits.

### ARTICLE 17 - GRIEVANCE PROCEDURES

17.01 The purpose of any grievance procedure is to maintain good relations between employees, Bargaining Agent and the Employer at all levels. The grievance procedure helps to do this by providing a method of resolving complaints quickly and fairly.

17.02 The grievance procedure provides an informal or oral

complaint stage for employees. Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, in the presence of their Bargaining Agent representative or Steward. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.

17.03 The grievance procedure consists of three (3) levels. The Employer will post on the bulletin boards, the positions of the officials designated by the Employer to handle each of the three (3) levels of the grievance procedure.

The Bargaining Agent will be supplied with copies of said postings.

17.04 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act*, as may be amended from time to time, an employee who feels that they have been treated unjustly or considers themselves aggrieved by the interpretation or application of the Collective Agreement or arbitral award, or by any matter affecting the terms and conditions of their employment other than a matter thus arising from the classification process, is entitled to present a grievance in the manner prescribed in Article 17.10 except that,

- (a) where there is another administrative procedure provided by or under any Act of Parliament other than the *Canadian Human Rights Act* to deal with their specific complaint, such procedure must be followed, and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, the employee is not entitled to present the

grievance unless they have the approval of and is represented by the Bargaining Agent.

- 17.05 Subject to and as provided in Part II of the *Federal Public Sector Labour Relations Act* as may be amended from time to time, the Bargaining Agent may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or arbitral award other than a matter arising from the classification process, in the manner prescribed in this Article except that, where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with the specific complaint, such procedure must be followed.
- 17.06 An employee or the Bargaining Agent on behalf of a group of employees is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety or security of Canada.
- 17.07 An employee, or the Bargaining Agent on behalf of a group of employees, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the Non Public Funds Human Resources Office.
- 17.08 An employee has the right to be represented by their Bargaining Agent representative or Steward in the grievance procedure at any level and at either, or both, the informal

discussion (oral complaint) stage, or when the formal written grievance is being considered.

17.09 The Bargaining Agent representative, at the request of an employee/group of employees who has presented a grievance, their Bargaining Agent representative or Steward shall have the right to consult with the person designated to reply on the Employers behalf at any level in the grievance procedure. At levels other than the final level, the request for consultation may be made orally.

17.10 An employee or the Bargaining Agent on behalf of a group of employees wishing to present a grievance shall do so:

- (a) at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and
- (b) at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

Any levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the employee/group of employees and the Bargaining Agent representative or Steward.

17.11 An individual grievance, or a group grievance shall be presented by an employee:

- (a) where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20<sup>th</sup>) day; and
- (b) where it relates to disciplinary action resulting in discharge, not later than the twenty fifth (25<sup>th</sup>) day after the day on which

the employee/group of employees is notified orally or in writing, or where the employee/group of employees is not so notified, after the day on which the employee/group of employees became aware of the action or circumstances giving rise to the grievance.

17.12 When an employee or the Bargaining Agent on behalf of a group of employees is not willing to accept the response to a grievance submitted to the first or second level and wishes to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the employee or the Bargaining Agent on behalf of a group of employees in writing by the Employer.

17.13 When an employee or the Bargaining Agent on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Bargaining Agent on behalf of a group of employees is entitled to submit the grievance to the next higher level.

17.14 The Employer shall normally reply to an employee's/group of employee's grievance at the first or second level of the grievance process within fifteen (15) days after the grievance is presented, and within twenty-five (25) days where the grievance is presented at the final level.

17.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the Bargaining Agent representative or Steward.

17.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.

17.17 An employee or the Bargaining Agent on behalf of a group of employees may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.

17.18 An employee or the Bargaining Agent on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer, it was not possible for the employee/ Bargaining Agent to comply with the prescribed time limits.

17.19 Where an employee or the Bargaining Agent on behalf of a group of employees has presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employees/group of employee's satisfaction, they may refer the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations as may be amended from time to time.

17.20 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of them of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or arbitral award applied signifies in a prescribed manner

- (a) its approval of the reference of the grievance to adjudication; and

(b) its willingness to represent the employee in the adjudication proceedings.

17.21 The Bargaining Agent may refer to adjudication any group grievance that has been presented up to and including the final level of the grievance process and that has not been dealt with to its satisfaction.

17.22 Probationary employees may have access to the Employer's grievance procedure but may not refer a grievance to adjudication if released on probation due to unsuitability.

## ARTICLE 18 - PAY

18.01 An employee shall be paid for services rendered at the applicable rate of pay specified in Appendix A.

18.02 (a) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one (1) or more consecutive working days, they shall be paid as if they have been appointed to that higher classification level for that period from the first (1<sup>st</sup>) day.

(b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of a non-Bargaining Unit (Category II) position for one (1) or more consecutive days, they shall be paid, in addition to their normal rate of pay, a twenty percent (20%) increment based upon their normal wages for the period from the first (1<sup>st</sup>) day.

18.03 Payments provided under the provisions of Articles 12 (overtime), 14 (designated holidays), and 11.10 (call-in) (call-back) shall not be pyramided, which means all employees shall not receive more than one (1) compensation for the same service. An employee will be compensated at the highest eligible rate.

18.04 Employees reclassified to a higher pay level as a result of a change in duties will be entitled to the new rate of pay in accordance with their length of continuous service in the Bargaining Unit. The effective date will be the date of the reclassification decision.

18.05 On promotion an employee will receive the rate of pay specified in Appendix A in accordance with their length of service.

**18.06 Rates of pay below the Federal or Saskatchewan provincial minimum will be adjusted to the Federal or Saskatchewan provincial minimum, whichever is greater.**

## ARTICLE 19 - CONSULTATION

19.01 The Employer and the Bargaining Agent recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Bargaining Agent relations.

19.02 It is agreed that the following matters will be the subject of consultation at the national level:

- (a) Group Life Insurance
- (b) Optional Life Insurance
- (c) Group Health Insurance



- (d) Long Term Disability Insurance
- (e) Group Pension
- (f) Dental insurance

## ARTICLE 20 - EMPLOYEE FILES

- 20.01 Where the Employer serves a written warning notice to an employee regarding their work or conduct which will become a part of the employees permanent record a copy of such notice shall be handed to the employee and another one to the Bargaining Agent representative who will be present unless the employee requests that they do not attend.
- 20.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 20.03 Since annual performance evaluation reports are not disciplinary documents they are exempt from the provisions of this Article. Upon written request from the employee a copy of the annual performance evaluation report shall be supplied to the employee.
- 20.04 A detailed job description shall be supplied to all employees upon request.
- 20.05 Upon written request submitted twenty-four (24) hours in advance to the NPF Human Resources office, an employee will have visual access to their own personnel file not more than three (3) times a year.

## ARTICLE 21 - CREATION OF A NEW JOB

21.01 When a new job with duties and/or rate of pay which differs from existing jobs is created within the Bargaining Unit, the Employer will promptly inform the Bargaining Agent. The job will be evaluated in accordance with the NPF Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix A. Jobs shall be reviewed by the Job Evaluation Committee if the job changes significantly.

## ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer agrees to provide a bulletin board at places accessible to the employees, for the use of the Bargaining Agent to post notices of interest to its members.

22.02 The posting of such notices regarding Bargaining Agent meetings, names of Stewards, social and recreational events will not require the approval of the Employer.

## ARTICLE 23 - REST ROOMS

23.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall co-operate with the Employer in keeping the rest rooms in a clean and sanitary condition.

## ARTICLE 24 - UNIFORMS

24.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.

24.02 If the Employer requires uniforms to be dry cleaned, it will pay the cost.

24.03 When approved by the Employer, employees at the CANEX ExpressMart will not be expected to perform gas dips during extreme cold weather (at or below 2100 wind chill). In addition, the Employer agrees to provide two (2) CANEX parkas with gloves in sizes suitable to fit those employees, and to leave them on site for the use of employees during working hours.

24.04 An annual allowance of one hundred and fifty (\$150.00) shall be provided to those employees who are required to wear safety footwear under the provisions of the Part II of the *Canada Labour Code*, as may be amended from time to time. This allowance shall be paid upon presentation to the Employer of a valid sales receipt confirming the employee purchase of CSA approved safety footwear.

## ARTICLE 25 – MEETINGS

25.01 Members of the Bargaining Unit who attend meetings, called by the Employer, shall be paid for all such time at their regular rate of pay. Such meetings shall co-ordinate as much as possible with regular working hours. Where such meetings do not coordinate with regular working hours, the minimum shift in Article 11.10 shall apply.

**25.02 Management shall hold a staff meeting once every three (3) months virtually or in person and this meeting shall be recorded.**

## ARTICLE 26 - SHORTAGES POLICY

26.01 Shortages that occur of non-public fund property, stock or cash will be recovered in accordance with the following:

- (a) Employees assigned responsibility for, and who have sole control and access of non-public fund property, stock or cash, will be required to reimburse the Employer for any shortages that occurred during the period that the employee has such responsibility, control and access.
- (b) Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to non-public fund property, stock or cash, will be limited to such amounts as can be found to have been caused by a particular employee. Only the employee found responsible will be required to reimburse the Employer for the shortage.
- (c) Employees who are assigned responsibility and control of non-public fund property, stock or cash shall not avoid their obligation to reimburse the Employer for shortages solely because they permitted some other person access to the NPF property, stock or cash.
- (d) The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employers interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedure.

## ARTICLE 27 - SEVERANCE PAY

27.01 Employees who are released by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Factors considered beyond the employees control are:

- (a) Closing of a facility;
- (b) Closing of the Base;
- (c) Reduction of the work force; and
- (d) Reorganization.

27.02 Severance pay entitlements are:

<u>Length of Employment</u>	<u>Severance Pay</u>
(a) 0-12 months	2 weeks pay
(b) 13-36 months	1 months pay
(c) 37-60 months	2 months pay
(d) over 60 months	3 months pay

27.03 Notice or salary entitlement in lieu of notice:

- (a) Probationary employee            2 weeks
- (b) Non-probationary employees    1 month

27.04 If an employee is released for one of the reasons above, severance pay benefits shall not be paid for a period of six (6) months unless the employee waives this right to employment recall as contained in the Agreement.

## ARTICLE 28 — GENERAL

### 28.01 Official Texts

Both the English and French texts of this Agreement shall be official. **Where there is discrepancy between the versions, the English version shall prevail.**

**28.02** The Employer and the Bargaining Agent will incur the cost of publishing the Collective Agreement on an alternate basis. The cost of this Agreement will be borne by the **Bargaining Agent**.

**28.03** Employees of the Bargaining Unit will be given electronic access to the Collective Agreement in the official language of their choice. Upon request, paper copies shall be provided.

#### ARTICLE 29 - DURATION OF AGREEMENT

**29.01** It is the intention of the Employer to put the provisions of this Agreement into effect on the date of ratification by the bargaining agent's members.

**29.02** This Agreement shall expire on 2 November **2026**.

## APPENDIX A: PAY AND DURATION

- A. Subject to ratification by the Bargaining Agent, effective 3 November 2023 the following pay grid will be put into effect. Employees actively on strength as of the date of ratification will be placed on the new pay grid based on their length of service within their pay band (i.e. employees currently at the 12 month rate will be placed at the 12 month rate) and their anniversary date for future incremental increases will remain the same as it was prior to the implementation of the new grid.
- B. Effective 3 November 2024 and subject to the above ratification, the attached pay grid shall be put into effect.
- C. Effective 3 November 2025 and subject to the above ratification, the attached pay grid shall be put into effect.
- D. Any employee whose rate of pay is above the top step increment of the pay level for their job will not have their pay reduced but will retain their current rate of pay until the top step increment of the pay level for their job exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the rate of pay in the pay level for their job that is closest to but not less than their current rate of pay.
- E. This Agreement will expire on 2 November 2026.

## **Retroactive Pay**

**Effective 2 November 2023, the appropriate pay grid outlined at Appendix B will be put into effect. All employees in the Bargaining Unit who are employed with the Employer on the date of ratification of this Agreement and all former employees who ceased working for the Employer after 1 November, 2023, due to the posting of a military family member to another military facility shall receive full retroactive pay to 2 November 2023, for all hours worked and/or paid. Retroactive pay shall be paid to each such employee within forty-five (45) calendar days following the date of ratification of this Agreement. Retroactive pay shall be issued to each such employee by way of separate direct bank deposit from their normal earnings.**



**APPENDIX B – PAY SCALES**

<b>3-Nov-23</b>	<b>START</b>	<b>2 MOS</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>	<b>30 MOS</b>
1	\$17.15	\$17.28	\$17.41	\$17.66	\$17.92	\$18.18	\$18.44
2	\$17.32	\$17.45	\$17.58	\$17.84	\$18.10	\$18.36	\$18.62
3	\$17.49	\$17.63	\$17.76	\$18.02	\$18.28	\$18.54	\$18.81
4	\$18.00	\$18.14	\$18.27	\$18.54	\$18.81	\$19.08	\$19.35
5	\$18.40	\$18.54	\$18.68	\$18.95	\$19.23	\$19.50	\$20.26
6	\$18.80	\$18.94	\$19.08	\$19.23	\$20.09	\$20.70	\$23.58
7	\$19.25	\$19.39	\$19.54	\$19.58	\$20.51	\$21.20	\$24.30
8	\$20.00	\$20.10	\$20.74	\$21.60	\$22.47	\$23.19	\$26.44

<b>3-Nov-24</b>	<b>START</b>	<b>2 MOS</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>	<b>30 MOS</b>
1	\$17.49	\$17.62	\$17.75	\$18.02	\$18.28	\$18.54	\$18.80
2	\$17.67	\$17.80	\$17.93	\$18.20	\$18.46	\$18.73	\$18.99
3	\$17.84	\$17.98	\$18.11	\$18.38	\$18.65	\$18.91	\$19.18
4	\$18.36	\$18.50	\$18.64	\$18.91	\$19.19	\$19.46	\$19.74
5	\$18.77	\$18.91	\$19.05	\$19.33	\$19.61	\$19.89	\$20.67
6	\$19.18	\$19.32	\$19.46	\$19.61	\$20.49	\$21.12	\$24.05
7	\$19.64	\$19.78	\$19.93	\$19.97	\$20.92	\$21.62	\$24.78
8	\$20.40	\$20.50	\$21.16	\$22.03	\$22.92	\$23.65	\$26.97

<b>3-Nov-25</b>	<b>START</b>	<b>2 MOS</b>	<b>6 MOS</b>	<b>12 MOS</b>	<b>18 MOS</b>	<b>24 MOS</b>	<b>30 MOS</b>
1	\$18.02	\$18.16	\$18.29	\$18.56	\$18.83	\$19.10	\$19.37
2	\$18.20	\$18.34	\$18.47	\$18.75	\$19.02	\$19.29	\$19.57
3	\$18.38	\$18.52	\$18.66	\$18.93	\$19.21	\$19.49	\$19.76
4	\$18.91	\$19.06	\$19.20	\$19.48	\$19.77	\$20.05	\$20.33
5	\$19.33	\$19.48	\$19.62	\$19.91	\$20.20	\$20.49	\$21.29
6	\$19.76	\$19.90	\$20.05	\$20.21	\$21.11	\$21.75	\$24.77
7	\$20.23	\$20.38	\$20.53	\$20.58	\$21.55	\$22.27	\$25.53
8	\$21.02	\$21.12	\$21.80	\$22.70	\$23.62	\$24.36	\$27.78

## **Minimum Wage Adjustment**

**In the event that the Provincial and/or Federal minimum wage increases during the life of the Agreement, the following shall apply:**

- (a) If the minimum wage increases on the same date a negotiated grid comes into effect, that grid will remain the grid in effect on that date, however rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.**
- (b) If the minimum wage increases on a date that is not aligned to the implementation of a negotiated grid, the next negotiated grid will be put into effect on the day that the minimum wage increases. However, the rates of pay will be set at the higher rate between the negotiated rate and the rate determined by the minimum wage adjustment grid formula below.**
- (c) If the minimum wage increases after the last grid of the Agreement has been implemented, the rates of pay will be initially set at the higher between the current rates of pay and the rates determined by the minimum wage adjustment grid below. In that event, the next negotiated grid, will be put into effect on the day that the minimum wage increased. However, only employees actively employed on the day of the wage increase shall be entitled to the retroactive wage adjustment.**

Effective Date of minimum wage increase	START RATE	2 MONTH RATE	6 MONTH RATE	12 MONTH RATE	18 MONTH RATE	24 MONTH RATE	30 MONTH RATE
Pay Band 1	Minimum Wage	Pay Band 1 Start Rate +1.5%	Pay Band 1 Start Rate +3%	Pay Band 1 Start Rate +4.5%	Pay Band 1 Start Rate +6%	Pay Band 1 Start Rate +9%	Pay Band 1 Start Rate +12%
Pay Band 2	Pay Band 1 Start Rate +1%	Pay Band 2 Start Rate +1.5%	Pay Band 2 Start Rate +3%	Pay Band 2 Start Rate +4.5%	Pay Band 2 Start Rate +6%	Pay Band 2 Start Rate +9%	Pay Band 2 Start Rate +12%
Pay Band 3	Pay Band 2 Start Rate +1%	Pay Band 3 Start Rate +1.5%	Pay Band 3 Start Rate +3%	Pay Band 3 Start Rate +4.5%	Pay Band 3 Start Rate +6%	Pay Band 3 Start Rate +9%	Pay Band 3 Start Rate +12%
Pay Band 4	Pay Band 3 Start Rate +1%	Pay Band 3 2M + 1%	Pay Band 3 6 month rate +1%	Pay Band 3 12-month rate +1%	Pay Band 3 18-month rate +1%	Pay Band 3 24-month rate +1%	Pay Band 3 30-month rate +1%
Pay Band 5	Pay Band 4 Start Rate +1%	Pay Band 4 2M + 1%	Pay Band 4 6 month rate +1%	Pay Band 4 12-month rate +1%	Pay Band 4 18-month rate +1%	Pay Band 4 24-month rate +1%	Pay Band 4 30-month rate +1%
Pay Band 6	Pay Band 5 Start Rate + 1%	Pay Band 5 2M + 1%	Pay Band 5 6M+1%	Pay Band 5 12M+1%	Pay Band 5 18M+1%	Pay Band 5 24M+1%	Pay Band 5 30M+1%

Pay Band 7	Pay Band 6 Start Rate + 1%	Pay Band 6 2M + 1%	Pay Band 6 6M+1%	Pay Band 6 12M+1%	Pay Band 6 18M+1%	Pay Band 6 24M+1%	Pay Band 6 30M+1%
Pay Band 7	Pay Band 7 Start Rate + 1%	Pay Band 7 2M + 1%	Pay Band 7 6M+1%	Pay Band 7 12M+1%	Pay Band 7 18M+1%	Pay Band 7 24M+1%	Pay Band 7 30M+1%
Pay Band 8	Pay Band 8 Start Rate + 1%	Pay Band 8 2M + 1%	Pay Band 8 6M+1%	Pay Band 8 12M+1%	Pay Band 8 18M+1%	Pay Band 8 24M+1%	Pay Band 8 30M+1%

Signed and dated at Moose Jaw, Saskatchewan, and Ottawa, Ontario, on 31 day of July, 2024

UNITED FOOD AND  
COMMERCIAL WORKERS  
LOCAL 1400

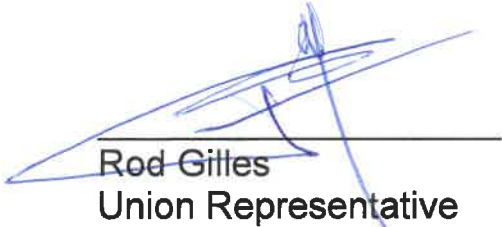


Colette Ducharme  
Union Steward



Daniele Porter  
Union Steward

Cory Cozart  
Union Representative

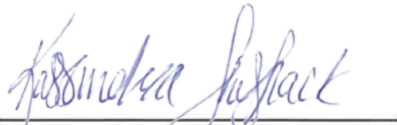


Rod Gilles  
Union Representative

STAFF OF NON PUBLIC FUNDS  
CANADIAN FORCES



Ian Poulter  
Chief Executive Officer



Kassandra Shushack  
Lead Negotiator - Senior  
Employment & Labour Relations  
Officer

LETTERS OF UNDERSTANDING

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL  
1400

AND

THE STAFF OF THE NON PUBLIC FUNDS, 15 WING MOOSE  
JAW, SASKATCHEWAN

#1 Re: Concessioning

This letter will confirm the understanding reached during negotiations between the Employer, 15 Wing Moose Jaw, and the United Food and Commercial Workers Union, Local 1400 with respect to Concessioning:

The understanding is:

Should it become necessary during the term of this Agreement to militarize, concession, sub contract or closes any NPF outlet or eliminate any positions, and such changes result in the displacement of employees, the Employer agrees to meet with the Bargaining Agent to discuss the possibilities of alternate employment. This meeting will take place prior to any displacement of employees taking place,

Non-Bargaining Unit employees shall not be used to such an extent that it results in the displacement of Bargaining Unit employees.

## #2 Re: Signing of the Collective Agreement

The Employer shall ensure that the French signing copy of the Collective Agreement is prepared and provided to the Bargaining Agent no later than sixty (60) days from the date of the Bargaining Agent providing the Employer with the English signing copy of the Collective Agreement.

## #3 Re: Vacation and Employee Days Off

Subject to operational requirements, the Employer will schedule an employee's days off contiguous with their vacation, when the employee requests vacation leave of five (5) consecutive working days.

## #4 Re: Working alone

The Employer acknowledges the concerns of the Bargaining Agent of employees working alone during closing hours and will maintain the policy through the Occupational Health and Safety Committee at the CANEX to address this issue.

## #5 Re: Clothing

The Employer agrees to provide additional shirts as required by the Employer for employees to wear

## #6 Re: Future positions on the Pay Grid

In the event that a position within this Bargaining Unit falls in pay bands 1, 2, 4 or 5 of the CAT 1 Moose Jaw pay grid in the future, the parties agree that the rates of pay for that position will be determined using the rates of pay that were previously negotiated between the parties for that pay level and any

increases that were since provided to employees in the Bargaining Unit.

#### #7 Re: Relief for Breaks and Rest Periods

The Employer may perform Bargaining Unit work for the purpose of relieving an employee for their break or rest period, and provided there is not more than one (1) employee on shift at that time. If an employee is required to work or reduce the time of their lunch break or rest period they will be compensated for the entire period, included time used as a result of the disruption.

#### #8 Re: Temporary Worker Program

In the event the Employer applies through either the Federal Temporary Worker Program or the Saskatchewan Nomination Immigration Program for a worker, an agreement on terms and conditions will be negotiated and agreed upon (for the worker) with the Bargaining Agent before the application is made.

#### #9 Memorandum of Understanding- Bargaining Agent Visits 15 Wing Moose Jaw

Following table discussions during the 2013 negotiations regarding the Article 9.03 of the Collective Agreement between the Staff of the Non-Public Funds and the United Food and Commercial Workers Canada Local 1400, the parties agree that the Bargaining Agent shall inform the CANEX manager and the HR office, (either by telephone call or email) of their intention to conduct a base visit for the purposes outlined in Article 9.03 at least two (2) hours prior to arriving on Base.



This entitlement may be revoked by the Employer should it be deemed to be disruptive to the store operations and the wording of Article 9.03 shall be adhered to.

This letter shall not form part of the Collective Agreement and will be subject to renewal at the expiration of the Agreement.

